

***City of Hollister and San Benito County  
Law Enforcement Service Project—Initial Analysis***

**FINAL REPORT**

***December 9, 2011***



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**CITY OF HOLLISTER AND SAN BENITO COUNTY  
LAW ENFORCEMENT SERVICES PROJECT INITIAL ANALYSIS  
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MUNICIPAL RESOURCE GROUP, LLC**

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## **I. INTRODUCTION**

The City of Hollister (City) and San Benito County (County) selected Municipal Resource Group to conduct an Initial Study of their respective Law Enforcement Services focusing on (1) select services that can be provided by one agency to another, through a contract for those services, and (2) provision of all law enforcement services by the County to the City, through a contract for law enforcement services.

The Final Report is provided to the City and County for consideration. It was prepared utilizing comments provided on the Draft Report provided by the City and County staff and discussion with, and comments from, the San Benito County Intergovernmental Committee representing the two jurisdictions.

### **Background**

The City of Hollister is located in San Benito County, covering an incorporated area of 7.26 square miles. The State of California Department of Finance reports a January 1, 2011 population of 34,928. With sixty-three percent of the County population living in Hollister, it is the largest incorporated city in San Benito County.

*The City of Hollister operates under a "Council-Manager" form of government.* The City Council has five members and the position of Mayor traditionally rotates among the Council members on an annual basis. The City Council acts on policy matters and appoints the City Manager, who is responsible for the management and delivery of City services. The City Manager is responsible for the appointment of department heads, including the Police Chief.

San Benito County is located in the Coastal Mountain Range, bordering Santa Clara County on the north and Monterey County on the west. The State of California Department of Finance reports a January 1, 2011 countywide population of 55,269. The County has a service area of approximately 1,390 square miles. San Juan Bautista is the only other incorporated city in San Benito County, with a January 1, 2011 population of 1,862.

*San Benito County operates under a 'Board of Supervisors-County Administrator' form of Government.* The Board of Supervisors has five members and appoints a Chairperson from the Board Members, generally on an annual basis. The Board of Supervisors acts on policy matters and appoints the County Administrative Officer, who is responsible for the management and delivery of County services. While the County Administrative Officer is responsible for the appointment of a number department heads, the positions of Assessor, County Clerk-Auditor-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector-Administrator are elected.

The *City and County Inter-Governmental Committee* consists of two City of Hollister Council Members and two members of the Board of Supervisors, and is supported by City and County staff. The *Inter-Governmental Committee* serves as a liaison body between two agencies, responsible for assessing improved service delivery, governance

and potential areas of combined service delivery to City and County residents. The Committee has been the primary liaison to Municipal Resource Group in this assessment of law enforcement services, along with the County Administrative Officer and Sheriff, the City Manager and Police Chief, and other City and County administrative staff.

Changing economic circumstances, reduced revenues, increasing labor costs and State “raids” on local government revenues have reinforced the need for cities and counties to look for more efficient and cost-effective ways to provide public services. Both the City and County have made significant reductions in their services due to revenue reductions, State raids and the continuingly weak economy. The City and County have recognized the need to evaluate their law enforcement services’ suitability for collaborative operation and the possibility of the County Sheriff’s Office providing contract services to the City. The City and County retained Municipal Resource Group to conduct this Study and Report to evaluate opportunities for shared law enforcement services and possible contract provision of law enforcement services by the County to the City.

#### **Assumptions and Evaluation Criteria**

Municipal Resource Group has evaluated potential alternatives based on certain assumptions and criteria that have been developed through the study, and as articulated by the City and County. These include:

- The potential for the agencies to retain or improve existing service levels, as expressed by benchmark comparisons, performance standards, and costs.
- Retention of the agencies’ ability to continue to serve the common attributes and unique needs of each of the City and the unincorporated communities.
- The potential to contain or reduce the overall cost of law enforcement services.
- The need to minimize implementation costs.
- The goal of retaining the highest possible level of governance accountability.

#### **Study and Evaluation Process**

The Study was initiated through meetings with City staff, Police Department members, County staff and the Sheriff and his staff to confirm the project objectives. Subsequent meetings with City and County law enforcement personnel and leadership were also held.

A mid-project joint meeting was held with City and County law enforcement personnel and administrative staff to explore areas of common interest and the potential for development of a contract-based service model between the County and the City. The specific areas reviewed at the joint meeting included:

A. Provision of all law enforcement services by the County to the City, through a contract for law enforcement services.

B. Provision of select services that can be provided by one agency to another through a contract for those services. The areas reviewed for compatibility and cost savings include:

1. Command staff - Captains and Lieutenants

2. Supervisory staff - Sergeants, Corporals, officers-in-charge
3. Administrative services - budget, purchasing, grant writing and other administrative services
4. Support services - recruitment, training, reserve programs, court liaison, internal investigations, policies and procedures, public information
5. Clerical support
6. Field operations - patrol, field training, traffic, School Resource Officers, parking/towing enforcement
7. Investigations - detectives, CSI, property evidence
8. Specialized services - crime analysis, canine officers, SWAT, gangs, narcotics
9. Community support programs - crime prevention, volunteers
10. Communications/dispatch
11. Records management

The results of the mid-project joint meeting were then reviewed in meetings with City and County staff for further refinement and definition. Based on those meetings, a joint meeting involving the Police Chief and Sheriff was held to develop concurrence on the identified opportunity areas.

Municipal Resource Group also issued an extensive request for documents from each Department, which is summarized below and contained in Appendix A.

A. Personnel/Human Resource Documents:

Information on number and classification of employees and management/supervisory personnel; salary/MOU data; benefit plans including medical, retirement, post-retirement and ancillary costs. Employer-Employee agreements, personnel rules and benefit costs were also requested.

B. Finance Data and Documents:

Operating and capital budgets, long-term financial projections, fee schedules, insurance costs, deductibles and limits.

C. Law Enforcement Data and Documents:

Departmental operations characteristics, population, service area, topography information, unique populations served, work schedules, personnel schedules, calls for service, response times for calls Uniform Crime Reporting for Part I and II crimes. Also requested were data on cases cleared, annual reports, traffic citations and property and evidence activities.

## **II. EXISTING LAW ENFORCEMENT SERVICES**

The City and County currently offer separate law enforcement services, but cooperate in a joint gang task force, limited shared facilities and some joint training. The City-County Emergency Operations Center is located in the City's Police Department Facility.

### **Comparative Description of City-County Law Enforcement Services**

Municipal Resource Group has developed a public safety service characteristics summary to illustrate the City and County law enforcement activity levels, staffing and service characteristics. This data was collected from the two agencies and is based on the most recent information available. The following observations are based on the data contained below:

Both agencies are reasonably similar in size and funding for similar activities, with the County having more sworn personnel. Both agencies are relatively small in relation to the population and area they serve. The service area and crime statistics diverge significantly two agencies also have a significant variance when their Part I Crime statistics are compared based on geographic service area and the demographics of the service areas.

One commonly used measure for comparing law enforcement agencies the number of sworn officers per 1,000 population. The City has .72 officers per 1,000 population and the County 1.46 per 1,000 population, a significant difference in several aspects. There are two dimensions to this disparity, both affecting service levels.

*First*, officers per thousand population varies dramatically throughout the country, with urbanized east coast cities with as high as 4.0 officers per 1,000 population. However, the western states have dramatically lower numbers, with many California cities in the 1.0 officers per 1,000 population range. A recent survey conducted by Municipal Resource Group found that Bay Area cities in the 60,000 population range had between .99 officers and 1.15 officers per 1,000 population. Generally these cities are urbanized, with daytime populations and traffic flows which greatly exceed similar characteristics in the City of Hollister and the unincorporated area of the County. In the case of the City of Hollister, .72 officers per 1,000 population is at the low end of the range for the entire state.

The effectiveness of the higher, 1.46 officers per 1,000 population figure is impacted due to the County's dramatically larger service area of 1,390 square miles. The service area constitutes 41 square miles per officer compared to .30 square miles per officer for the City. Drive times to outlying area within the County service area consume a significantly higher percentage of available officer time when compared to an urbanized service area. The County also provides sworn officers for services not provided by the City such as Bailiff, Coroner and School Resource Officers.

*Second*, the City's Part I crimes (serious crimes reported to the Justice Department) are 55 per officer while the County Sheriff has 14.3 Part I crimes per officer. The Bay Area

comparative cities mentioned in the previous section experienced a range from 18.2 to 26 Part I crimes per officer, significantly lower than the City's experience and higher than the County's experience. The higher level of service demand on the City's sworn officers is a key indicator that the City force is often engaged in responding to and following-up on these criminal activities.

The urbanized nature of the City and the relatively rural service area of the County create different service demands. The scale of the County service area moderates the effectiveness of on-duty Sheriff's personnel due to the drive times required to serve the unincorporated areas of the entire County. A portion of the County service area includes urbanized unincorporated pockets surrounded by City limits and urbanized areas immediately adjacent to the City limits. This urbanization creates service demands at a higher level than the rural areas the County serves. These urban service demands can negatively affect the ability of officers to routinely patrol the outlying areas of the County.

Table II-1, below, provides service characteristics of the two agencies.

Table II-1: City of Hollister and San Benito County Public Safety Service Characteristics

DATA	CITY OF HOLLISTER	SAN BENITO COUNTY
Service Population (1.)	34,928	18,479
Area Served—Sq. Miles	7.26	1,390
Sworn Officers	25.0	27.0
Non-Sworn Personnel	10.0	7.0
Sworn/1,000 Population	0.72	1.46
Part I Crimes/Officer	52.7	14.4
Part I Total/1,000	37.8	21.0
Part I-Persons/1,000	14.2	7.0
Part I-Property/1,000	23.5	14.0
CAD Dispatch Events	22,295	8,719
Officer Initiated Events	10,694	7,435

- (1.) Total County population is 55,269, Hollister population 34,928. County Sheriff service area is 18,497—which represents the exclusion of the City of Hollister and San Juan Bautista, 1,862 which is served by a County Sheriff assignment and paid for by the City.
- (2.) Staffing data provided by the City of Hollister and County staff.
- (3.) Part I data based on 2009 Department of Justice published data

Table II-2 provides City and County crime data.

Table II-2: City of Hollister-San Benito County Public Safety Service Characteristics

DATA	CITY OF HOLLISTER	SAN BENITO COUNTY
<i>Violent Crime</i>		
Murder/Non-Negligent Manslaughter	0	0
Forcible Rape	11	4



Robbery	46	8
Assault	440	117
<i>Property Crime</i>		
Larceny-Theft	378	154
Motor Vehicle Theft	99	5
Burglary	345	100
Total	1,319	388

Source: 2009 Department of Justice Part I Crimes—Violent & Property Crimes

## Total Compensation Data Collection Methodology and Findings

### Data Collection Methodology

Memoranda of Understanding for the Hollister Police Officers Association and the San Benito County Deputy Sheriffs' Association were reviewed to determine current salary and benefit provisions. In addition, benefit plan documents, City and County benefit summaries were also reviewed. See Appendix B for detailed summaries.

The focus of the total compensation analysis was to compare the line Police Officer classification in the City of Hollister with the line Deputy Sheriff Classification in San Benito County, and to determine the annual employer costs for each classification.

Three levels were compared:

1. Police Officer (Base) and Deputy Sheriff (Base)
2. Police Officer (Senior Police Officer Differential) and Deputy Sheriff (San Juan Bautista)
3. Police Officer (Detective Differential) and Deputy Sheriff (Investigations Differential)

The compensation components in the analysis included the following data elements:

- Top Step Base Salary
- City or County Contribution for the Employer's portion of pension costs
- City or County Contribution towards the Employee's portion of pension costs
- Retiree Health
- Maximum Education Incentive Pay
- Highest Special Assignment Pay/Assignment Differential
- Employer contribution for Medical Insurance
- Employer contribution for Dental Insurance
- Employer contribution for Life Insurance
- Employer contribution for Vision Insurance
- Employer contribution for Long Term Disability Insurance
- Medicare (Employer)

- Holiday Pay
- Uniform Allowance

There are a number of data elements that were not included in the comparisons either due to their statutory requirement, experience variability or lack of cost information:

- Vacation or Sick Leave earnings or cash out programs
- Unemployment Insurance costs
- Workers Compensation Insurance Costs
- Longevity Pay
- Shift Differentials
- Overtime pay

### **Total Compensation Findings**

Based on the total compensation data, the classification of Hollister Police Officer, at all levels, has a higher total compensation than the classification of San Benito County Deputy Sheriff.

However, on a salary only basis, the classification of San Benito County Deputy Sheriff (\$75,217 annually) is 4.96% or \$3,553 higher than the Hollister Police Officer (\$71,664).

The Total Compensation differences are:

- Police Officer (Base) at \$141,258 annually is 8.99%--\$11,653 higher than Deputy Sheriff (Base) at \$129,604 annually.
- Police Officer (Senior Police Officer Differential) at \$142,653 annually is 6.99% or \$9,319 higher than Deputy Sheriff (San Juan Bautista) at \$133,365 annually.
- Police Officer (Detective Differential) at \$144,755 annually is 5.56% or \$7,629 higher than Deputy Sheriff (Investigations Differential) at \$137,126 annually.

Examination of the \$11,653 difference in annual total compensation between the Base Police Officer and Base Deputy Sheriff reveals that Hollister's annual costs are *higher* than San Benito County for:

- Pension Costs (Employer and Employee) by \$7,748
- Medical by \$9,954
- Life Insurance by \$93.00
- Long Term Disability Insurance by \$5,382
- Higher Education Incentive Pay level by \$2,011
- Uniform Allowance by \$700

Hollister's costs are *lower* than San Benito County for:

- Top Step Salary - \$3,553 less
- Retiree Health Insurance - \$9,644 less
- Dental - \$360 less

- Vision - \$64 less
- Holiday Pay - \$ 1,003 less

Hollister pays a total of 14.858% more for a pension plan than does San Benito County due to an optional PERS Plan with higher benefit levels and a greater amount of the employee 9% required contribution paid by the City.

Hollister provides the 3% at 50 (Highest Single Year) Cal PERS plan for the Police Officer Classification. The total cost to Hollister is 48.857% (City pays 43.557% employer cost and 5.3% of the employee required 9% cost).

Comparatively, San Benito County provides the 3% at 55 (Highest Single Year) Cal PERS plan for the Deputy Sheriff Classification. The total cost to San Benito County is 33.999% (County pays 31.749% employer cost and 2.25% of the employee required 9% cost).

#### **Comparative Analysis Conclusions**

If the County were to provide contract services to the City, the normal practice is to absorb substantially all of the City's sworn officers and convert the positions to Deputy Sheriff positions. This compensation disparity would need to be addressed to permit absorption of the City's sworn officers if the County provided law enforcement services.

### **III. PROVISION OF ALL LAW ENFORCEMENT SERVICES BY THE COUNTY TO THE CITY THROUGH A CONTRACT FOR SERVICES**

Municipal Resource Group was requested to evaluate the feasibility and advisability of the City contracting with the San Benito County Sheriff for law enforcement services. There are a number of counties in California in which the County Sheriff provides contract services to an incorporated city. Los Angeles, Contra Costa, Alameda, Sacramento County and Santa Clara County are examples of contracting counties. There are currently two basic 'models' for county-city law enforcement contracts.

#### **City-County Sheriff Law Enforcement Services Characteristics**

*The 'standardized-service'* Sheriff based approach is typified by the Los Angeles County Sheriff model which has been in place since 1954. This model provides Sheriff's Deputies and support services by County-uniformed Deputy Sheriffs, in which officers are often interchanged based on personnel and staffing needs. This model successfully serves 1.4 million residents in 40 contracting cities in Los Angeles County.

This model became widespread in the 1950's when southern California experienced the post war housing boom and the "Lakewood Model" was created in 1954. The City of Lakewood was the original law enforcement contract provided by Los Angeles County Sheriff to a newly incorporated City.

*The 'full-service' customized* approach involves Sheriff's Deputies adopting the uniform, insignias, vehicular markings and full-time assignment to the particular contracting agency. This is common in Contra Costa, Sacramento and Santa Clara Counties.

- Santa Clara County currently provides law enforcement services to the cities of Los Altos Hills, Saratoga, Valley Transportation Agency and Santa Clara County parks.
- Contra Costa County currently provides law enforcement services to the cities of Oakley, Lafayette, Danville and Orinda.
- Sacramento County provides law enforcement services to the City of Rancho Cordova.
- Alameda County provides law enforcement services to the City of Dublin.

Generally, one model is not necessarily preferred over the other. The common characteristics of both models are that the County Sheriff, as a significantly larger agency with greater management and personnel resources, specialized and support services and expertise, contracts with a smaller, less resourced jurisdiction. Also as noted above, the contractor agency normally has similar policing experience in a comparable setting, whether urban, suburban or rural.

In both the “standardized service” and “full-service” model, common characteristics are the difference in size between the populations being served in each jurisdiction, and the size of the City and the Sheriff’s organization. In all cases, the County Sheriff’s organizations are many times larger than the jurisdictions being served. This difference in size creates a significant benefit for the smaller agency due to a number of factors, including:

- Costs for leadership and management are spread over the larger organization and reduced for the smaller organization.
- Expertise is available as an occasional resource for the smaller agency as a result of the larger agency already having that expertise. Expertise areas include selection and recruitment services, training facilities and personnel, and specialized services such as SWAT, bomb, drug, and special investigations expertise.
- The larger agency generally also has available personnel to fill vacancies and reduce the costs for injuries, time-off, etc.
- The larger agency generally absorbs costs for time-off for on job-related injuries (4850 time), relieving the smaller agencies of the full cost of this liability.
- The larger agency generally has purchasing efficiencies, lower insurance rates, broader inter-agency resources and can provide replacement equipment more readily than the smaller agency.

### **Potential City-County Contract Options:**

Municipal Resource Group has prepared three options for a City-County Contract for Law Enforcement Services. They are based on the standard ‘Lakewood Model’, a variation of the ‘Lakewood Model’ is the ‘Absorption Model’ in which the County absorbs a portion or all of the City Police Department staff and provides Law Enforcement services and the third is a ‘Contract Management Model’ in which the management staff in the Police Department are replaced by County personnel, who manage the City’s Law Enforcement activities.

We have developed a cost-savings estimate for only the ‘Lakewood Model’ approach because the savings generated by either of the other two options would be difficult to quantify without engaging in a more extensive investigation and participation by a variety of City and County stakeholders. We believe the savings would be lower for the ‘Absorption’ and ‘Contract Management’ models.

#### *Option 1 ‘Contract City’ Model based on the Lakewood-LA County Sheriff Model*

*This fundamental approach* requires the City to enter into a service agreement with the County for all law enforcement activities. Following the execution of an agreement, the City would indicate its intent to terminate its law enforcement activities on a date certain. The County would then have the option of hiring the existing staff from the City at current County compensation rates, and provide services as described in the agreement with the City. This model was recently implemented by the City of Maywood, which

discontinued its law enforcement activities and is contracting with the Los Angeles County Sheriff's Department. Hawaiian Gardens also used this option in 1995.

*Considerations associated with the Contract City approach* involves the discontinuance of City-provided law enforcement services and appropriation of a portion of the current law enforcement appropriations to pay for the contract with the County. The County would have discretion in hiring staff from the City and the compensation provided (presumably the current County compensation practices would be continued).

The County would designate a City 'chief' to perform the functions of the executive for the contracted services. All law enforcement services—patrol, detectives, dispatch, special details, administration, training, etc. would be the responsibility of the County as described in the agreement for services.

*The impacts associated with the Contract City approach* represent a substantial departure from current City policy and practice, will impact the existing City workforce. Current City Police Department employees would be faced with layoff and not be guaranteed employment with the County. If employed by the County they would receive substantially lower compensation and reduced benefits, loss of seniority and no guarantee of assignments.

*Financial Issues* associated with the Contract City approach represent potential savings for the City. Total County compensation per officer is approximately \$11,653.00 lower than the City. While the County officer top step salary is 4.9% higher, benefits as a percentage of base salary are higher for the City than the County. The benefit load as a percentage of top step salary is 72% for the County compared with a 97% for the City. Additional savings in management positions and redundant supervision could be realized without significant impact on the functionality of the County conducted law enforcement activities. Gross savings could include \$306,098.00 in pay and benefits, and an additional savings of \$260,632.00 in management, supervision and duplication of positions. This estimated \$566,730.00 in savings would be reduced by additional Sheriff's costs for a Captain's position to manage the additional responsibilities and associated clerical support totaling an estimated \$250,000.00. This would result in a net annual savings of approximately \$316,000.00 per year realized by the City.

The estimated savings of approximately \$316,000.00 is based on current pay and benefit costs and our conclusion that the Sheriff could absorb the additional City law enforcement agency responsibilities by adding the equivalent of one captain and one administrative support person. This report has not involved any detailed discussions with the Sheriff on this matter. If the City and County determine to pursue this alternative, the details of any agreement will take significant commitment of time and effort on the part of both agencies.

*Option 2 'Absorption of Municipal Law Enforcement Function by the County'--this model is based on the consolidation of law enforcement activities and the absorption of a portion or substantially all of the existing City law enforcement personnel.*

*This fundamental approach* also requires the City to enter into a service agreement with the County for all law enforcement activities. Following the execution of an agreement, the City would indicate its intent to terminate its law enforcement activities on a date certain. The County would then hire specified members of the existing staff from the City at current County compensation rates, and provide services as described in the agreement with the City. Specific service levels, employee related issues such as seniority, pay and benefits levels and City-County practices would be defined in the agreement between the City and County.

This model was recently implemented by the City of San Carlos, which discontinued its law enforcement activities and is contracting with the San Mateo County Sheriff's Department. The County absorbed the City's law enforcement personnel, the City realized a substantial cost savings.

*Considerations associated with the Contract City approach* involve the discontinuance of City-provided law enforcement services and appropriation of a portion of the current law enforcement funding to pay for the contract with the County. The County would have limited discretion in hiring staff from the City and the compensation provided (presumably the current County compensation practices would be continued).

The County would designate a City 'chief' to perform the functions of the executive for the contracted services. All law enforcement services—patrol, detectives, dispatch, special details, administration, training, etc. would be the responsibility of the County as described in the agreement for services.

*The impacts associated with the Absorption of Municipal Law Enforcement Function by the County approach* also represent a substantial departure from current City policy and practice, will impact the existing City workforce and require significant public support to accomplish. Current City Police Department employees would be faced with layoff and not be guaranteed employment with the County. If employed by the County they would receive substantially lower compensation and reduced benefits, loss of seniority and no guarantee of assignments. Heavy union involvement on both the City and County side would be required and extensive vetting of current City and County Memoranda of Understanding would be necessary.

*Financial Issues* associated with the Contract City approach represent an unknown, but potential savings for the City. The total compensation per officer is approximately \$11,653.00 lower at the County. In addition, some savings in management positions and redundant supervision could be realized without significant impact on the functionality of the County conducted law enforcement activities. The same scope of savings estimated for the 'contract for services' approach of a net savings of approximately \$316,730 in pay and benefits, and in management, supervision and duplication of positions is possible.

Again, the details of this approach have not been discussed in detail with the Sheriff and is subject to development of an agreement between the City and County.

*Option 3 'Contracting for County Management Services' by the County to the City*

*This fundamental approach* requires the City to enter into a service agreement with the County for management of the City's law enforcement activities. Following the execution of an agreement, the County would provide management and leadership services to the City's Police Department. The County would provide these services through existing City law enforcement personnel assigned to their positions by the City Manager. This would include a City 'chief' who would manage day-to-day activities for the Sheriff and other select management personnel.

*Considerations associated with the Contracting for County Management Services approach* involves the discontinuance of City-provided leadership and management services for its law enforcement services. Implementation of this approach would require reassignment and potential layoff of existing management employees in the City's Police Department. This approach will potentially improve service to both the City and County service recipients based on improved co-ordination, collaboration and effectiveness created by a unified leadership and management structure.

*The impacts associated with the Contracting for County Management Services approach* involve a modification of the City's current practice of a directly appointed Chief reporting only to the City Manager. It would add the Sheriff and his staff in to the leadership role for the department. It would require revision of existing City Memoranda of Understanding and Personnel Rules.

*Financial Issues associated with the Contracting for County Management Services approach* represent a moderate potential savings for the City. The elimination of the Chief position and possibly Lieutenant position(s) would reduce management costs—but the County would absorb a portion of those costs in staffing for the additional responsibilities associated with these contract activities.

### **Conclusions Regarding a City-County Law Enforcement Contract**

In examining the feasibility of the Sheriff's Office providing contract law enforcement services to the City of Hollister, there are several characteristics which make this concept problematic when compared to the current contracting models found in the State of California.

*The first* is the relatively small size of both organizations, as well as their total populations served. The total population served within San Benito County is 55,269 with the City serving almost twice the population of the County. Even though the County has 27 sworn officers and the City has 25 sworn officers, neither agency has the staffing or organizational size to have the attributes listed above that create economic or service



benefits for the smaller contracting agency. These departments are both providing relatively low officer per thousand service levels to their service geography (county) and populations (city).

*The second* is the geographic and population characteristics of the agencies' service areas. The County's service area is 1,390 square miles and the City's is 7.29 square miles. The vast majority of the service area of the County is a rural population. This creates an inefficiency in service due to the significant travel times required to service the County population.

In addition, the population density of the City is approximately 4,791 residents per square mile, while the County's density is approximately 14.6 residents per square mile. The urban-rural nature of the two agencies services provides significantly different challenges.

It is the conclusion of the Municipal Resource Group that there would be limited cost savings benefits to pursuing a Law Enforcement Services agreement for either the City or County unless more significant personnel reductions were undertaken. This would require the City to define a lower service level it was willing to support through a smaller sworn staff to effect significantly higher cost savings than outlined above.

We do however, see significant benefits to both the City and County to develop and implement an integrated and collaborative service arrangement.

#### **IV. POTENTIAL FOR SHARED OR COLLABORATIVE SERVICE PROVISION**

**Shared Service Provision Benefits** Municipal Resource Group and the City and County explored in depth the services that can be provided by one agency to another, or jointly through a collaborative arrangement. The Police Chief and County Sheriff both recognize that their resources will be constrained for the foreseeable future and have forgone the 'turf' issues that traditionally exist for other agencies. We are seeing this trend throughout the State, as exemplified, for example by the recent plans to consolidate the Greenfield and Soledad Police Departments. Municipal Resource Group has participated in a number of 'resource sharing' and collaborative efforts by public safety agencies throughout the state. These arrangements are rapidly becoming more commonplace for a variety of specialized services and, increasingly, for support, command and operations activities.

#### **Recommended Opportunity Areas for Shared and Collaborative Services**

After extensive dialogue, Municipal Resource group has identified and recommends ten service areas that clearly hold promise for the City and County to jointly achieve increased effectiveness in serving their constituents and provide more cost-effective services. These ten areas do not directly match the areas described above in the Scope of Service section, because they are focused on service provision and not elimination of personnel or direct cost reduction.

The goal of these areas of common interest is to improve service without increasing costs. The identified service areas form the basis of the next step in moving the agencies closer in a collaborative manner, without requiring significant personnel classification changes. The basic premise of these service areas is that they all show promise for the future and depend upon the agencies working through the details and reorganize their activities to facilitate collaborative activities. The Sheriff and the Police Chief have both reviewed these recommendations and are clearly supportive of moving to develop implementation plans for them.

We have listed the ten areas below, and have described the area of collaboration, the existing service model and the collaborative service model recommended for further study and implementation.

#### **1. Addressing Service Area Issues: Urban vs. Rural Services**

##### **Existing Service Model**

As described earlier, the predominant County service area is rural, with the exception of San Juan Bautista, Aromas, and the unincorporated islands within the City and urbanized areas adjacent to the City limits. The impact of the City and County serving these areas is that County resources are often drawn into more urbanized activities which affects their ability to respond and patrol the non-urbanized areas of the County. In addition, these activities occur in the developed areas without regard to the City limits and the City does not respond or consistently serve those immediately contiguous areas. The situation is most prominent in the unincorporated islands within the City.

Description of Collaborative Service Opportunity:

Municipal Resource Group recommends the City and County identify and review the core urbanized non-City service areas in light of response time requirements and workload generated and manpower deployed.

Utilizing this information, the City and County should then work to develop a system similar to a 'boundary drop' or 'service area adjustment' to balance the workload generated by these areas and the resources required to address the service demands. This will involve an analysis of historic calls for service, activity levels, and types of service demands, including follow-up by detectives, support personnel and specialized services. The goal of the Urban vs. Rural Service Area evaluation will be to balance resources and service demands to maximize the application of resources in the more developed areas, and free up resources to serve the significant non-urbanized areas of the County. City and County staff would engage in a task-force exercise to identify the opportunities and challenges associated with this Issue Area.

**2. Provision of Detective Services: Collaborative Service Provision**

Existing Service Model:

Both the City and County provide their own detective services to investigate criminal actions involving Part I Crimes. Detective services are time-intensive, require development of subject matter expertise and require substantial coordination and interaction with the Criminal Justice System.

Description of Collaborative Service Opportunity:

Historically the City and County have recognized the 'county-wide' and area wide nature of specialized service needs and are currently discussing establishing a Gang Team headquartered in the City Police Department. The leadership of both agencies understand that criminal activity does not recognize governmental boundaries and that crimes of opportunity like burglary and auto theft are committed randomly throughout an area, often by the same person or persons.

Municipal Resource Group recommends the City and County develop a joint Detectives Division for the two agencies, possibly headquartered in the City Facility. This would permit coordinated activities associated with criminal investigations, enhanced identification of criminal perpetrators and increased effectiveness in addressing these activities. It would also allow significantly more resources to be applied to major crime incidents including murder, manslaughter, and serious injury incidents.

**3. Technology Services Consolidation—Records System**

Existing Service Model:

The City and County currently use different computerized records management and reporting systems. Both recognize that a collaborative relationship will be facilitated if the two agencies use the same systems.

Description of Collaborative Service Opportunity:

Utilization of common records management and reporting systems will facilitate personnel operating effectively in joint operations, exchange of personnel for specific activities, development of improved casework and increase conviction rates. The City and County should work together to develop a common understanding of the strengths and weaknesses of each system and develop a single platform for these activities.

**4. Evidence Room Inter-Agency Services:**

Existing Service Model

The City and County currently have individual evidence rooms which they staff and maintain to serve their individual needs. The City's existing facility has been part of the Police Department since the police building was completed. The County is currently rehabilitating an existing building for use by the Sheriff's Department. The building will contain an expanded evidence room, designed to meet the Department's needs. The new Sheriff's facility is located within several blocks of the existing City Police Facility.

Description of Collaborative Service Opportunity:

The City and County recognize the efficiencies of allocating evidence between the two facilities based on the capacities of the two evidence rooms and the specialized nature of sensitive materials (drugs and firearms). Large evidence items are particularly difficult to adequately preserve and insure secure retention and the City has facilities that lend themselves to this use. Municipal Resource Group recommends the two agencies work together to develop protocols, cross training, joint recordation systems, etc. to permit efficient and effective maximum use of these facilities on a shared-use basis.

**5. Law Enforcement Vehicle Maintenance**

Existing Service Model

The City and County are currently responsible for the maintenance and operation of their separate fleets. The County and City individually maintain their heavy and specialized equipment and the City maintains and generally repairs police vehicles and related equipment. The County utilizes a private vendor to maintain and repair Sheriff's vehicles.

Description of Collaborative Service Opportunity:

Municipal Resource Group recommends and the City and County recognize the potential for savings by working to consolidate their fleet maintenance activities, initially for their law enforcement vehicles, with the City maintaining the County vehicles. There may be additional economies resulting from a complete review of the agencies' fleet maintenance practices and collaborative efforts to improve efficiency and reduce costs. Additionally, we recommend the City and County pursue bulk purchase of fuel and related products, as well as joint purchase of vehicles and equipment. We recommend the City and County explore their respective activities to determine the benefits of collaborative activities.

**6. Full Integration of City-County Information Services Activities**

Existing Service Model

The City and County currently maintain separate information services programs through the utilization of a combination of employees, contracts with vendors for software and hardware and outside consultants and technical support.

Description of Collaborative Service Opportunity:

Many of the activities undertaken by the City and County are similar, particularly in the information services area. Finance, personnel, law enforcement and administrative activities all utilize specialized software and hardware which perform similar if not identical functions. Municipal Resource Group recommends the City and County pursue the benefits of collaboration of service provision in this area. Additional savings and efficiencies could be realized by moving to common platforms for hard and software, and utilization of staff more efficiently and cost effectively. We recommend the City and County establish a process to evaluate the potential benefits of collaboration in this significant area.

**7. Collaborative Use of Both Law Enforcement Facilities**

Existing Service Model:

The City Police Department is headquartered at 395 Apollo Way in the northern quadrant of the City. The Sheriff is currently located at the County Center in downtown Hollister. The County is currently renovating a building for use by the Sheriff and the County Building Permit Center. The new facility is located within several blocks of the current City Police building.

Description of Collaborative Service Opportunity:

The County Sheriff and Police Chief currently recognize the benefits of joint use of specialized facilities. The Sheriff's staff uses the City's indoor firing range for training and qualification. The City police staff also use the County outdoor range for rifle training and qualification. The City police facility houses the joint City-County Emergency Operations Center, where drills are held regularly. As mentioned earlier, the planned Joint Gang Task Force is slated to be located in the Police Department and includes County Sheriff's staff members. If the detective activities were combined, they could be housed jointly in the City or County facility. The leadership of both agencies is prepared to explore the benefits of co-location of additional activities and shifting of personnel and activities between the two agencies.

**8. Joint Training-Cross Facility Training Specialization**

Existing Service Model:

The City and County conduct the majority of their training separately, but share their firing ranges as well as specific specialized legal updates for staff.

Description of Collaborative Service Opportunity:

As many of the areas of collaboration described in this section are implemented, cross-training and joint training of staff will become even more important to the two agencies. City and County ordinances, regulations and various other elements will need to be fully understood by both the City's officers and the County Sheriff Deputies. This joint training program will permit both agencies to provide specialized training expertise available to each other.

***9. Use of Joint Press Liaison-Press Release Personnel***

Existing Service Model:

During significant crime or major incident situations, the City and County provide separate press liaison and press release services. This function reduces the personnel available to provide service in these critical times.

Description of Collaborative Service Opportunity:

Municipal Resource Group recommends and both the City and County are supportive of cross training and utilization of each other's personnel in major incident or significant crime situations, to free-up staff available to focus on the incident. Creation of several spokespersons will allow the City and County to assist each other in managing major staff intensive situations, investigations, etc.

***10. Development of Joint City-County Ordinances, Regulations, Programs***

Existing Service Model:

Historically, the City and County have adopted separate regulations and ordinances for their respective jurisdictions.

Description of Collaborative Service Opportunity:

The Police Chief and County Sheriff have been working cooperatively with the District Attorney and Probation Department to establish a common gang control philosophy which includes among its strategies a 'parental responsibility' component. The "Parental Responsibility" Program recently created by the City and County, which is in effect throughout the County and City is one element of that multi-agency collaboration.

Description of Collaborative Service Opportunity:

The City and County have demonstrated the benefits of joint City-County ordinances, regulations and programs. Enhanced collaboration and joint workforce development will be enhanced by a higher level of coordination on these important issue areas.

## **V. SUMMARY AND RECOMMENDATIONS**

The City of Hollister and San Benito County commissioned Municipal Resource Group to conduct this Initial Study of their respective Law Enforcement Services focusing on:

- (1) Select services that can be provided by one agency to another, through a contract for those services, and;
- (2) Provision of all law enforcement services by the County to the City, through a contract for law enforcement services.

We greatly appreciate the high level of cooperation and participation by the Police Chief, the County Sheriff, their staffs and City and County staff and leadership. Both agencies have fully engaged in this study and participated in the spirit of finding solutions to their common challenges. Municipal Resource Group believes that these two agencies have the potential to improve and expand their services through development of an ongoing collaborative relationship in providing their law enforcement services.

It is clear that provision of select services from one agency to another has the potential to increase law enforcement effectiveness within the community without increasing costs. As demonstrated by the ten areas the agencies identified in the Study, both agencies see significant potential cost avoidance, improvements to service and extension of effectiveness through this approach. We believe that the agencies can work together to form an initial outline of services to work on jointly and utilize staff resources in task force configurations to develop more definitive plans for implementation. We do not believe that formalized contracts would necessarily be required to effect change in the departmental operations. Through an inclusive Memorandum of Understanding the Board of Supervisors and City Council can establish areas of mutual interest and assign responsibility for evaluation and implementation between the two staffs. This is a common practice in these areas of cooperation and would allow for adjustments to services without formal agreements.

We do not recommend the City and County enter into a contract for law enforcement services provided by the County to the City. The main reasons for this recommendation are:

- The relatively small size of the two jurisdictions and the lack of internal organizational infrastructure in the County Sheriff's Department to provide management, personnel, training and administrative support for the expanded services that the County would be undertaking.
- The low staffing ratios of the two departments would not be improved by contracting, due to the disparity in service demographics and the geographic differences between the two agencies.

- The administrative and legal issues created by contracting for services are significant and the County does not have experienced staff to conduct the activities, nor does the City have staff with the resources to monitor and manage the activities the for which the City would be contracting.
- As described in the narrative, the cost savings realized by the City and County would be less than substantial unless significant personnel reductions were effected as part of the Contract. This would require the City to reduce its sworn officer count significantly from its current level which is already low in relationship to California cities.

**12.09.2011:mao**



## **VI. EXHIBITS**

### **APPENDIX A**

#### **INITIAL LAW ENFORCEMENT SERVICES ANALYSIS PROJECT**

##### **MUNICIPAL RESOURCE GROUP, LLC**

***Data and Document Request***—pdfs, electronic data, website references, other materials all acceptable

***Key Personnel Identification: San Benito County & City of Hollister***—please provide key Project Contact information (Name, E-mail, Telephone, Position, etc.) for both the Project and identify who the sender is and on whose behalf the materials are being sent.

***Materials should be sent to:***

***Mike Oliver, Municipal Resource Group, LLC***

***675 Hartz Avenue, Suite 300 Danville, CA 94526—510-915-4376***

***MOliver@municipalresourcegroup.com***

#### **I. PERSONNEL/HUMAN RESOURCE DOCUMENTS**

1. Sworn employees and non-sworn employees Memoranda of Understanding for both agencies.
2. Sworn employees and non-sworn employees side letters (if applicable).
3. Management/command (unrepresented) staff salary and benefit resolutions or other documents outlining salary, leaves and benefits, if not covered in the MOU.
4. Benefit plan descriptions (retirement, health, dental, vision, Life, LTD, etc).
5. Benefit plans FY 2010-11 monthly costs per employee (total premium, City/County costs, employee contribution).
6. FY 2010-11 PERS rates for sworn employees and non-sworn employees.
7. City/County Personnel Rules and Regulations.
8. Any other pertinent administrative rules.
- 9.

#### **II. FINANCE DATA AND DOCUMENTS**

1. FY 2010-11 operating and capital budgets.
2. Staff documents or memos describing 2010-11 budget reduction, contingency or other staff reduction plans.
3. Long-term financial projections, if available.
4. Master Fee Schedules for both agencies.
5. Liability, automobile and other insurance rates or premiums, and deductibles and limits.

**III. LAW ENFORCEMENT DATA AND DOCUMENTS**

1. Departmental operations characteristics: total population served, service area, geographic/topographic/transportation characteristics, types and location of law enforcement facilities in each jurisdiction's service area, unique or unusual populations served or services provided.
2. City/County law enforcement work schedules with numbers of positions assigned for each organization's departmental work unit or function.
3. Annual personnel hours worked per type of position, for the past three years.
4. Community/citizen-generated calls for service by time of day and day of week, for the past three years.
5. Total consumed time for community/citizen-generated calls for service, for the past three years.
6. Officer-initiated calls for service by time of day and day of week, for the past three years (excluding administrative activities such as report writing, processing or transporting arrestees, breaks, etc).
7. Total consumed time for officer-initiated calls for service, for the past three years.
8. Response times for each different call priority category (include call processing time and travel time), for the past three years.
9. UCR Part I and Part II reports and arrests, for the past three years.
10. Number and percentage of Part I and Part II cases assigned to detectives, for the past three years.
11. Number and percentage of Part I and Part II cases cleared, for the past three years.
12. Number of annual reports and arrests, for the past three years (bookings plus non-traffic citations).
13. Traffic citations issued, for the past three years.
14. Annual property and evidence booked, for the past three years.

## **APPENDIX B**

### **Total Compensation Data Collection Methodology and Findings for City of Hollister & San Benito County Select Law Enforcement Agency Personnel**

Job Class -updated 11.26.11	Deputy	Deputy Sheriff	Deputy Sheriff
<u>San Benito County</u>	<u>Sheriff (Base)</u>	<u>(5% San Juan Bautista)</u>	<u>(10% Investigations)</u>
Bargaining unit	SBDSA	SBDSA	SBDSA
	Annual Employer Costs	Annual Employer Costs	Annual Employer Costs
Top Step Base Salary	\$75,217.00	\$75,217.00	\$75,217.00
Pension - County	\$25,573.03	\$25,573.03	\$25,573.03
Pension -Employee Paid by County	\$1,692.38	\$1,692.38	\$1,692.38
Retiree Health	\$10,003.86	\$10,003.86	\$10,003.86
Max Education Incentive	\$1,880.43	\$1,880.43	\$1,880.43
Top Special Assign Pay	\$0.00	\$3,760.85	\$7,521.70
Medical	\$12,384.24	\$12,384.24	\$12,384.24
Dental	\$360.00	\$360.00	\$360.00
Life Ins	\$60.00	\$60.00	\$60.00
Vision	\$64.20	\$64.20	\$64.20
LTD	\$0.00	\$0.00	\$0.00
Medicare	\$1,090.65	\$1,090.65	\$1,090.65
Holiday Pay	\$1,278.65	\$1,278.65	\$1,278.65
Uniform Allowance	\$0.00	\$0.00	\$0.00
<b>TOTAL Compensation</b>	<b>\$129,604.43</b>	<b>\$133,365.28</b>	<b>\$137,126.13</b>
	Police	Police Officer	Police Officer
Job Class -updated 11.26.11	<u>Officer (Base)</u>	<u>(1.99% Senior Police Officer)</u>	<u>( 4.88% Detective)</u>
<u>City of Hollister</u>	<u>HPOA</u>	<u>HPOA</u>	<u>HPOA</u>
Bargaining unit	Annual Employer Costs	Annual Employer Costs	Annual Employer Costs
Top Step Base Salary	\$71,664.06	\$71,664.06	\$71,664.06
Pension - City	\$31,214.71	\$31,214.71	\$31,214.71
Pension -Employee Paid by City	\$3,798.20	\$3,798.20	\$3,798.20
Retiree Health (to PORAC)	\$360.00	\$360.00	\$360.00
Max Education Incentive	\$3,891.36	\$3,891.36	\$3,891.36
Top Special Assign Pay	\$0.00	\$1,426.11	\$3,497.21
Medical	\$22,338.60	\$22,338.60	\$22,338.60
Dental (part of Medical)	\$0.00	\$0.00	\$0.00
Life Ins	\$153.00	\$153.00	\$153.00
Vision (Part of Medical)	\$0.00	\$0.00	\$0.00
LTD (to PORAC)	\$5,382.00	\$5,382.00	\$5,382.00
Medicare	\$1,039.13	\$1,039.13	\$1,039.13
Holiday Pay	\$716.64	\$716.64	\$716.64
Uniform Allowance	\$700.00	\$700.00	\$700.00
<b>TOTAL Compensation</b>	<b>\$141,257.70</b>	<b>\$142,683.81</b>	<b>\$144,754.90</b>
<b>Hollister Total Comp is HIGHER</b>	<b>\$11,653.26</b>	<b>\$9,318.53</b>	<b>\$7,628.77</b>
<b>% HOLLISTER ABOVE San Benito Co</b>	<b>8.99%</b>	<b>6.99%</b>	<b>5.56%</b>
<b>Hollister pays 14.858% more for PERS , While the COUNTY pays a higher base salary.</b>			
Hollister 3% at 50. City Pays to PERS 48.857% which includes 5.3% of Employee 9% (Officer pays 3.7%)			
San Benito Co. 3% at 55. County Pays to PERS 33.999% which includes 2.25% of Employee 9% (Deputy pays 6.750%)			

# San Benito County - Total Comp Benefit Data Reference Sheet

MOU	San Benito County Deputy Sheriffs Association 10/31/08 thru 9/20/2013		
<b>Summary</b>	Bargaining Unit	San Benito County Deputy Sheriffs Association (DSA)	
Top Step Base Salary		\$75,217.00	(\$6,268 per month)
Pension Cost	County	33.999%	Includes Employer PERS of 31.749% & 2.25% of Employee cost
	Deputy	6.750%	Of Employee 9% Deputy Pays 6.750% and County pays 2.25%
PERS Formula		3% at 55	Highest single year no social security
Max Education Incentive		Intermediate POST - 2.5% of base	
Top Special Assign Pay		Canine Officer - \$100 biweekly (\$2,600 annually)	
		Field Training Officer \$1.25 per hr max \$20 per shift	
		San Juan Bautista - 5% of base for Community Policing	City must
		fund. Not paid if City does not fund.	
		Investigations - 10% of base. Max 2 year assignment	
Medical		Max \$1,032.02 per mo (\$12,384.24 per yr)- employee pays balance of prem	
Dental		\$30 per month	\$360.00 annual cost
Retiree Health		Safety is 13.3% of payroll Annual Required Contribution (ARC=normal cost plus UAAL). Plan is 2 Tier: 1st Tier hired before Jan 2010 100% of Active Employee Medical 2nd Tier vesting required 10 yrs - 50% 20 yrs -100%. (corrected with new information 9.6.11)	
Life Ins		County Provides \$20,000 policy	\$5.00 per month paid by the County
Vision		\$5.35 per month (\$64.20 annually)- employee pays balance of premium	
LTD		None	
Medicare		1.45% of base salary	
Uniform Allowance		Folded into base pay per MOU	
Holiday Pay		5% of base pay as holiday in lieu pay	
<b>Other - NOT COSTED in TOTAL COMP.</b>		Bilingual Pay \$75 per month (\$900 annually)	
		Vacation Accrual per yr	From 10 days to 21 days - tied to yrs of service
		Unemployment Insurance - Statutory Benefit. Funding options to County	
		Workers Compensation - Statutory Benefit. Experience Rated	
		and County funding options	
		Longevity Pay - 5% after 25th, 27th and 29th year	

**City of Hollister - Total Comp Benefit Data Reference Sheet**

MOU Hollister Police Officers Association (HPOA) 1/1/10 thru 10/31/11 Updated November, 2011  
(Amended and extended 1/1/08 to 12/31/09 MOU)

**Summary** Bargaining Unit Hollister Police Officers Association

Top Step Base Salary \$71,664.06

Pension Cost City 48.857% Includes Employer PERS of 43.557% & 5.3% of Employee cost  
Police Officer 3.700% Effective FY 11/12 of Employee 9% Officer pays 3.7%.  
City Pays 5.3%

PERS Formula 3% at 50 Highest single year no social security

Max Education Incentive Intermediate POST - 2.71% of base pay per month  
Advanced POST - 5.43% of base pay per month

Top Special Assign Pay Field Training Officer - 3% of base (each hour worked)  
Senior Police Officer - 1.99% of base pay per month  
Detective Differential - 4.88% of base pay per month  
Motorcycle Officer - 2.88% of base pay per month  
Gang Enforcement Training Officer - 1.44% of pay per month

Medical Part of Flex Benefit Program - POA \$1,861.55 per month

Retiree Health Retiree Health \$30 per month to PORAC Medical Trust for each active ee

Dental Part of Flex Benefit Program

Vision Part of Flex Benefit Program

Life Ins City Provides \$50,000 policy - \$12.75 monthly  
\$153.00 annual

LTD PORAC LTD Plan -City Pays 100% \$448.50 per month

Medicare 1.45% of base salary

Uniform Allowance \$700 annually

Holiday Pay Effective Nov. 2011 Holiday in lieu pay of 1%. FY 12/13 will be 3.5%

**Other - NOT COSTED in TOTAL COMP.** Bilingual Pay \$125 per month (\$1,500 annually)  
Vacation Accrual per yr From 10 days to 25 days - tied to yrs of service  
Can cash out over 40 hours. Accrual limits new for FY 11/12 and 12/13  
Retiree Health \$200 per month once retired  
Unemployment Insurance - Statutory Benefit. Funding options to County  
Workers Compensation - Statutory Benefit. Experience Rated  
and County funding options  
Shift Differential 2% of monthly base (limited to 1800 to 0600 shift)